



Framework:	Client Support Framework
Supplier:	Turner & Townsend Cost Management Ltd
Company Number:	06458527
Geographical Area:	National
Project Name:	Data Analyst
Project Number:	ENV003024C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	33519
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework

CONTRACT DATA

Project Name Data Analyst
Project Number ENV003024C

This contract is made on 11 October 2021
 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
 33519 PSC Scope Template (Data Analyst).docx

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law
 X9: Transfer of rights
 X10: Information modelling
 X11: Termination by the *Client*
 X18: Limitation of liability
 Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
 Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
 Z: *Additional conditions of contract*

The *service* is

The *Consultant* shall undertake the role of a Data Analyst for the *Client*, as per the *Scope*.

The *Client* is
 Address for communications

Environment Agency
 Horizon House
 Deanery Road
 Bristol
 BS1 5AH

Address for electronic communications

The *Service Manager* is
 Address for communications

Environment Agency
 Horizon House
 Deanery Road
 Bristol
 BS1 5AH

Address for electronic communications

The *Scope* is in
 33519 PSC Scope Template (Data Analyst).docx

The *language of the contract* is English

The *law of the contract* is
 the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register
 None

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Consultant's* main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are		
<i>condition</i> to be met		<i>key date</i>
None set	N/A	

The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than	4 weeks
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3 Time

The <i>starting date</i> is	18 October 2021
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The <i>Client</i> provides access to the following persons, places and things	
access	<i>access date</i>
ASite	28 October 2021
FastDraft	28 October 2021

The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
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The <i>completion date</i> for the whole of the <i>service</i> is	31 March 2022
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The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July 2021 and 31st August 2021

8 Liabilities and insurance

These are additional *Client's* liabilities

1. Not used

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
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Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
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The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to £5 million

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant*'s failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant*'s project team.
- Additional costs or delays incurred due to *Consultant*'s failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant*'s involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;
or

19.1.2 The *Consultant* has acted contrary to the *Service Manager*'s reasonable instructions or wholly outside the scope of the *Consultant*'s duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager*'s certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client*'s prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

The *end of liability date* is 6 years after the Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term	<i>beneficiary</i>
Not used	N/A

Part Two - Data provided by the *Consultant*

1 General

The *Consultant* is

Name and company number

Turner & Townsend Cost Management Ltd

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option E

45.00%

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[REDACTED]

Name (2)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

Availability of the named resource

No expenses have been included in the forecast fee

3 Time

The programme identified in the Contract Data is
18/10/2021-31/03/2022

5 Payment

The forecast of the Prices is
£89,483 76

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/A

1 General

The Consultant is

Turner & Townsend Cost Management Ltd

Name and address etc. of Consultant

Email address for communications

Enter email address

45.00%

The fee percentage is

Insert the relevant framework tendered fee percentage

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

Name the key persons to be working on the contract

Name (2)
Job
Responsibilities
Qualifications
Experience

Name (3)
Job
Responsibilities
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register;

Availability of the named resource

No expenses have been included in the forecast fee

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

3 Time

18/10/2021-31/03/2022

The programme identified in the Contract Data is;

This is optional and is inserted if a programme is being initially provided

5 Payment

£89,483.76

forecast of the total Defined Cost plus the Fee

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)
address Line 1
address Line 2
address Line 3
address Line 4
address Line 5
address Line 6

Enter postal address

Email address for communications

Enter email address

Name (2)
address Line 1
address Line 2
address Line 3
address Line 4
address Line 5
address Line 6

Enter postal address

Email address for communications

Enter email address

X10: Information modelling;

The information execution plan identified in the Contract Data is;

If an information execution plan is to be identified in the Contract Data

X10 is always used

N/A

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Name]

Role

Consultant execution

Signed Underhand by GRAEME BRAITHWAITE

for and on behalf of

Turner & Townsend Cost
Management Ltd

[Redacted Signature]

Signature

Date

[Redacted Name]

Role

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Data & Reporting – Data Analyst
Project SOP reference	ENV003024C
Contract reference	33519
Date	29 Jun 2021
Version number	0.1
Author	

Revision history

Revision date	Summary of changes	Version number
29 Jun 2021	First draft	0.1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	11.0	04/05/2021

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The Environment Agency has established a P3O (Project, Programme and Portfolio Office) structure to provide support and assurance services to the FCRM Delivery Portfolio Governance Boards as well as the Delivery Services that provide resources to its Projects. The P3O Function 'Reporting & Data Management' exists to provide Business Intelligence products for analysts, and Management Information products and services to decision makers across boards, teams and groups.

The Function provides a suite of tools and reporting to support new ways of working introduced by the Environment Agency's Next Generation Supplier Arrangements (NGSA).

The Function's current objectives are:

1. Reduce 'Grey IT' – Remove the need for the local development of unsupported tools
2. Skills development – Improve the skills across the Reporting and Data Management Function to improve the range and quality of BI/MI products
3. Alignment – Develop a plan that is supported by all teams that form the P3O Function
4. Pace & Agility – Deliver new products and services at pace while remaining aware of business needs

The Data Analysis and Reporting Team (DART) makes up part of the Function and is where the Consultant Data Analyst will report to. Presently this team consists of data analysts and business analysts, both Environment Agency personnel and consultants from the CSF. The team will soon be transitioning to a cloud-based data warehouse solution and is heavily involved with pulling together data from a new suite of programme delivery applications.

1.2. Outcome Specification

The *Consultant* shall undertake the role of a Data Analyst for the *Client*.

The Data Analyst shall:

- Possess proven abilities in database management, dashboard development and/or data analysis as well as proven experience using information to help organisations make informed decisions.
- Be capable of research and possess robust problem-solving skills, along with a strong familiarity with data warehousing, data mining and data mapping.
- Be capable of handling large amounts of data, which is imported to and exported from the *Client's* data warehouse.
- Be capable of analysing data accurately, as well as presenting their findings clearly and accessibly in the form of reports, dashboards and spoken communications with colleagues.
- Have strong presentation and communication skills.
- Have strong experience in MS SQL Server, FME and Power Bi as a minimum; with experience of APIs, Python and other programming languages being desirable.

The Data Analyst should be fully available for the length of the contract and ideally be based in the South-West. Due to COVID-19 the *Consultant* should be able to work from home or from the Consultant offices. Some co-location may be required on a semi-regular basis (one to two days a week) but this will be reviewed, when it becomes safe and possible to return to EA offices.

The Data Analyst shall undertake day-to-day activities which may include, but not be limited to:

- Assisting the team with transition of data to new Data Warehouse solution;
- Working alongside Business Analysts to determine whether business requirements are technically possible, determining alternative approaches as required;
- Assisting Business Analysts to document data standards that must be applied to data sources to enable more efficient data collection and processing;
- Collecting data from a range of different sources with different formats;
- Using FME and other approaches to ETL data (transformations include: applying business rules, KPI calculations and/or data validation tests). Making clear notes on FME Workbenches or in code to assist other/future data analysts;
- Managing the data model in the data warehouse, to ensure that data processing is kept as efficient as possible;
- Building and testing reports, dashboards and ad-hoc queries in a range of output applications (Power BI, Excel, etc.), working with Business Analysts and users during demonstrations and user acceptance testing;
- Sharing best practice and experience with other Data Analysts in the team;
- Using Jira to track workload, assisting team or project managers to determine backlog priorities and sprints.

2. Outcomes required

a) The *Consultant* shall provide Data Analyst services as described in section 1.2

b) The *Consultant* shall follow the P3O Function's procedures for documenting new data procedures, policies and processes developed from their work

3. Constraints on how the *Consultant* provides the service

a) The *Consultant* shall work predominantly from home or the client office, co-location is not currently possible due to Covid-19. The team will agree the most appropriate working arrangements to deliver objectives and the input of the *Consultant* in this decision making will be expected.

b) The *Consultant* shall provide their own hardware. E.g. should use their own laptop for development work.

c) The *Consultant* will be managed and supported by a senior member of the Reporting & Data Management Team but will be expected to assist the team to meet clear objectives in a professional and proactive manner.

d) The *Consultant* will be expected to sign a Non-Disclosure Agreement to protect the sensitivity of data handled by the Reporting & Data Management P3O Function.

e) The *Consultant* shall use the infrastructure built by the *Client* and use the tools/ systems/ technology that have been adopted by the *Client*. I.e. the *Consultant* should not use visualisation tools that have not been procured or are accessible by the *Client*.

4. Exclusions

a) The *service* specifically exclude the hosting of data management infrastructure or visualisation software.

5. Specifications or standards to be used

a) As advised by senior members of the Reporting & Data Management Team

b) Applying industry accepted best practices where appropriate

6. Specific Project Requirements

a) Co-location with EA Data Analysts and Business Analysts may be considered when it becomes a safe and possible option under current COVID-19 circumstances.

7. Services and other things provided by the *Client*

a) Data Warehouse

d) Asite

b) Power Bi Pro licences

e) JIRA licence

c) FME Licences

f) SharePoint Online

Appendix A Existing Information

Title	Format	Available from

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by tenderers and price